

REMARKS

This responds to the Office Action mailed on March 30, 2007.

Claims 1, 16, 17, 23, 28, 34, 35 and 36 are amended, no claims are canceled and no claims are added; as a result, claims 1-36 remain pending in this application. The application, at page 17, provides support for these amendments.

§112 Rejection of the Claims

Claims 6, 23 and 33 were rejected under 35 U.S.C. § 112 for indefiniteness due to the relative term “about.” Claim 33 does not recite the term “about.” Claims 6, 23 and 34 have been amended to remove this term. Applicant respectfully submits that the rejection of claims 6, 23 and 33 have been overcome and requests that the rejection be withdrawn.

§103 Rejection of the Claims

Claims 1-36 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Publication No. Lagerweij et al. (hereafter “Lagerweij”) in view of U.S. Publication No. 20040054923A1 Seago et al. (hereafter “Seago”).

In support of the 35 U.S.C. § 103(a) rejections, the Office Action asserts that the combination of Lagerweij and Seago discloses “access rights... are updated in response to a delivered time,” as recited in independent claim 1. The Applicant respectfully traverses the Office Action’s characterization of Lagerweij and Seago relative to independent claim 1 because the combination of Lagerweij and Seago does not disclose nor suggest “access rights... are updated with delivered time data in response to a delivered time,” as recited and amended in independent claim 1.

The Office Action correctly states, “Lagerweij does not explicitly teach digital rights server to store content consumer rights,” however, asserts, “it is obvious... that *in order to provide pay-per-time content delivery method... access rights* of the content consumer... *must be updated*” [emphasis added]. Lagerweij is directed at a “system for providing access to... content” [summary]. This system incorporates “URLs [comprising] access right data” [0040], wherein “re-directing the user... to the content server [i.e. providing access to content] is the sole function of the URL” [0034]. Since Lagerweij discloses that this URL-access right assignment is done only when a user requests content and the concept of “updating” requires subsequent assignment, Lagerweij cannot reasonably be considered to disclose updating access rights, as described in independent claim 1.

Furthermore, Lagerweij discloses situations where “the user is allowed to stop, pause and restart a stream without losing the rights to the remaining time to watch” [0040]. In contrast, claim 1 recites, “*access rights... are updated with delivered time data* in response to a delivered time.” Lagerweij does not disclose updating access rights with delivered time data. In fact, updating access rights with delivered time data is not necessary to stream digital content such as video for a “football match” where there is “allowance of start/stop and pause of the content stream” [0040]. Therefore, Lagerweij fails to disclose or suggest at least the feature of “access

rights... are updated with delivered time data in response to a delivered time,” as recited in independent claim 1, as amended.

Seago is directed at “a digital content provisioning system” [abstract], wherein “client rights profiles” are updated based on billing status [0038] or user requests [0040]. Additionally, Seago discloses a “carrier mechanism... to update the client rights profiles, such as by terminating a license for non-payment” [0042]. In contrast, independent claim 1 recites, “access rights... are updated *with delivered time data in response to a delivered time.*” While Seago discloses, “updating as necessary... the client rights profiles” [0042], these updates are based on billing, user requests or license termination, not updating access rights with delivered time data. Therefore, because Seago narrowly discloses billing, user request and license updates, it does not disclose nor suggest, whether considered separately or in combination with Lagerweij, “access rights... are updated with delivered time data in response to a delivered time,” as recited in independent claim 1. Accordingly, claim 1 and its dependent claims are patentable in view of the combination of Lagerweij and Seago and should be allowed.

Claims 17 and 28, as amended, recite, “updating [the] access rights of the content consumer with delivered time data.” Thus, claims 17 and 28 and their respective dependent claims are patentable and should be allowed are patentable in view of the combination of Lagerweij and Seago for at least the reasons articulated with respect to claim 1.

Claim 35, as amended, recites, “access rights... are updated with delivered time data.” Thus, claim 35 is patentable and should be allowed patentable in view of the combination of Lagerweij and Seago for at least the reasons articulated with respect to claim 1.

Claim 36 recites a machine-readable medium storing instructions which, when executed cause the machine to “update the access rights... with delivered time data.” Thus, claim 36 is patentable in view of the combination of Lagerweij and Seago and should be allowed for at least the reasons articulated with respect to claim 1.

RESERVATION OF RIGHTS

In the interest of clarity and brevity, the Applicant may not have addressed every assertion made in the Office Action. The Applicant's silence regarding any such assertion does not constitute any admission or acquiescence. The Applicant reserves all rights not exercised in connection with this response, such as the right to challenge or rebut any tacit or explicit characterization of any reference or of any of the present claims, the right to challenge or rebut any asserted factual or legal basis of any of the rejections, the right to swear behind any cited reference such as provided under 37 C.F.R. § 1.131 or otherwise, or the right to assert co-ownership of any cited reference. The Applicant does not admit that any of the cited references or any other references of record are relevant to the present claims, or that they constitute prior art. To the extent that any rejection or assertion is based upon the Examiner's personal knowledge, rather than any objective evidence of record as manifested by a cited prior art reference, the Applicant timely objects to such reliance on Official Notice, and reserves all rights to request that the Examiner provide a reference or affidavit in support of such assertion, as required by MPEP § 2144.03. The Applicant reserves all rights to pursue any cancelled claims in a subsequent patent application claiming the benefit of priority of the present patent application, and to request rejoinder of any withdrawn claim, as required by MPEP § 821.04.

CONCLUSION

The Applicant respectfully submits that the claims are in condition for allowance, and notification to that effect is earnestly requested. The Examiner is invited to telephone the Applicant's attorney at 408-278-4042 to facilitate prosecution of this application.

If necessary, please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

Respectfully submitted,

ROBERT W. FRANS DONK

By his Representatives,

SCHWEGMAN, LUNDBERG, WOESSNER & KLUTH, P.A.
P.O. Box 2938
Minneapolis, MN 55402
408-278-4052

Date July 2, 2007

By /Elena Dreszer/
Elena B. Dreszer
Reg. No. 55,128

CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail, in an envelope addressed to: Mail Stop Amendment, Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 2 day of July 2007.

Patricia Buffery
Name

[Signature]
Signature